

1 DAN MARMALEFSKY (CA SBN 95477)
DMarmalefsky@mofo.com
2 SYLVIA RIVERA (CA SBN 223203)
SRivera@mofo.com
3 NANCY R. THOMAS (CA SBN 236185)
NThomas@mofo.com
4 MORRISON & FOERSTER LLP
707 WILSHIRE BOULEVARD
5 Los Angeles, California 90017-3543
Telephone: 213.892.5200
6 Facsimile: 213.892.5454

7 Attorneys for Defendant
TRANSAMERICA LIFE
8 INSURANCE COMPANY

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10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 GORDON AND MARY FELLER, and
GEORGE AND MARGARET
15 ZACHARIA, on behalf of themselves
and all others similarly situated,

16 Plaintiffs,

17 v.

18 TRANSAMERICA LIFE
19 INSURANCE COMPANY,

20 Defendant.
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Case No. 16-cv-01378 CAS (AJWx)

**~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER**

[Discovery Document Referred to
Magistrate Judge Andrew J. Wistrich]

Complaint Filed: February 28, 2016

1 **1. PURPOSES AND LIMITATIONS/GOOD CAUSE STATEMENT**

2 Discovery in this action is likely to involve production of confidential and
 3 proprietary actuarial, business, technical, and financial information as well as
 4 private information of Plaintiffs Gordon and Mary Feller, and George and Margaret
 5 Zacharia (collectively, “Plaintiffs”) for which special protection from public
 6 disclosure and from use for any purpose other than prosecuting this litigation may
 7 be warranted. Accordingly, Plaintiffs and Defendant Transamerica Life Insurance
 8 Company (“Defendant” or “Transamerica”) hereby stipulate to and petition the
 9 Court to enter the following Stipulated Protective Order (“Protective Order” or
 10 “Order”). The parties acknowledge that this Order does not confer blanket
 11 protections on all disclosures or responses to discovery and that the protection it
 12 affords from public disclosure and use extends only to the limited information or
 13 items that are entitled to confidential treatment under the applicable legal
 14 principles. The parties further acknowledge, as set forth in Section 12.3 (Filing
 15 Protected Material), below, that this Order does not entitle them to file confidential
 16 information under seal; Civil Local Rule 79-5 and the Court’s Guide to
 17 Electronically Filing Under Seal Documents in Civil Cases set forth the procedures
 18 that must be followed and the standards that will be applied when a party seeks
 19 permission from the court to file material under seal.

20 **2. DEFINITIONS**

21 2.1 Action: *Gordon Feller, et al. v. Transamerica Life Insurance*
 22 *Company*, Case No. 2:16-cv-01378-CAS-AJW.

23 2.2 Challenging Party: A Party or Non-Party that challenges the
 24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: Confidential proprietary or
 26 commercially sensitive business and financial information, trade secrets, and
 27 personal information which is not generally known or publicly available and which
 28 the Designating Party would not normally reveal to third parties or information that

1 otherwise meets the standard for protection set forth in Rule 26(c) of the Federal
 2 Rules of Civil Procedure. It is the intent of the parties that information will not be
 3 designated as confidential for tactical reasons and that nothing be so designated
 4 without a good faith belief that it has been maintained in a confidential non-public
 5 manner, and there is good cause why it should not be part of the public record of
 6 this Action.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 8 their support staff).

9 2.5 Designating Party: A Party or Non-Party that designates information
 10 or items that it produces or that are produced in disclosures or in response to
 11 discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’
 12 EYES ONLY.”

13 2.6 Disclosure or Discovery Material: All items or information, regardless
 14 of the medium or manner in which it is generated, stored, or maintained (including,
 15 among other things, testimony, transcripts, and tangible things), that are produced
 16 or generated in disclosures or responses to discovery in this matter.

17 2.7 Expert: A person with specialized knowledge or experience in a
 18 matter pertinent to the litigation who has been retained by a Party or its counsel to
 19 serve as an expert witness or as a consultant in this Action and who is not a past or
 20 current employee of a Party or a current employee of a Party’s competitor and who,
 21 at the time of retention, is not anticipated to become an employee of a Party or a
 22 competitor of a Party. This definition includes a professional jury or trial
 23 consultant retained in connection with this litigation.

24 2.8 “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY”
 25 Information or Items: Extremely sensitive “Confidential Information or Items,”
 26 disclosure of which to another Party or Non-Party would create a substantial risk of
 27 serious harm that could not be avoided by less restrictive means.
 28

1 2.9 House Counsel: Attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.10 Non-Party: Any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: Attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action and
8 have appeared in this Action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party, and includes support staff.

10 2.12 Party: Any party to this Action, including all of its officers, directors,
11 and employees.

12 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 2.14 Professional Vendors: Persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.15 Protected Material: Any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
20 ATTORNEYS’ EYES ONLY.”

21 2.16 Receiving Party: A Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Order cover not only Protected Material (as
25 defined above), but also (1) any information copied or extracted from Protected
26 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
27 and (3) any testimony, conversations, or presentations by Parties, their Counsel or
28 their Experts that might reveal Protected Material. Any use of Protected Material at

trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. **DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. **DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection:

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations: Except as otherwise provided in this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents,
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that
3 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY”, to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for inspection
9 need not designate them for protection until after the inspecting Party has indicated
10 which documents it would like copied and produced. During the inspection and
11 before the designation, all of the material made available for inspection shall be
12 deemed “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY.” After the
13 inspecting Party has identified the documents it wants copied and produced, the
14 Producing Party must determine which documents, or portions thereof, qualify for
15 protection under this Order. Then, before producing the specified documents, the
16 Producing Party must affix the “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL- ATTORNEYS’ EYES ONLY” to each page that contains
18 Protected Material. If only a portion or portions of the material on a page qualifies
19 for protection, the Producing Party also must clearly identify the protected
20 portion(s) (e.g., by making appropriate markings in the margins).

21 (b) any Party may designate as Protected Material testimony given in a
22 deposition or in other pretrial or trial proceedings by informing the reporter during
23 the deposition or by sending a letter to all attorneys of record and to the deposition
24 reporter designating by page and line any portions of the transcript to be so
25 restricted, or the entire transcript if applicable, within thirty (30) days after
26 receiving the deposition transcript and specifying the level of protection being
27 asserted.

1 During this 30-day period, a transcript will be treated as if it had been
 2 designated “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY” in its
 3 entirety unless otherwise agreed. After the expiration of that period, the transcript
 4 shall be treated only as actually designated.

5 When deposition testimony is designated Protected Material by informing the
 6 reporter during the deposition, the transcript containing Protected Material shall
 7 have an obvious legend on the title page that the transcript contains Protected
 8 Material, and the title page shall be followed by a list of all pages (including line
 9 numbers-as appropriate) that have been designated as Protected Material and the
 10 level of protection being asserted by the Designating Party. The Designating Party
 11 shall inform the court reporter of these requirements.

12 Parties shall give the other parties notice if they reasonably expect a
 13 deposition, hearing or other proceeding to include Protected Material so that the
 14 other parties can ensure that only authorized individuals who have signed the
 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
 16 proceedings. The use of a document as an exhibit at a deposition shall not in any
 17 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
 18 ATTORNEYS’ EYES ONLY.”

19 (c) for information produced in some form other than documentary and for
 20 any other tangible items, that the Producing Party affix in a prominent place on the
 21 exterior of the container or containers in which the information is stored the legend
 22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES
 23 ONLY.” If only a portion or portions of the information warrants protection, the
 24 Producing Party, to the extent practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent
 26 failure to designate qualified information or items does not, standing alone, waive
 27 the Designating Party’s right to secure protection under this Order for such
 28 material. Upon timely correction of a designation, the Receiving Party must make

1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges: Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order. Unless a prompt challenge to a Designating Party's
7 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
8 unnecessary economic burdens, or a significant disruption or delay of the litigation,
9 a Party does not waive its right to challenge a confidentiality designation by
10 electing not to mount a challenge promptly after the original designation is
11 disclosed.

12 6.2 Meet and Confer: The Challenging Party shall initiate the dispute
13 resolution process under Local Rule 37.1. In conferring, the Challenging Party
14 must explain the basis for its belief that the confidentiality designation was not
15 proper and must give the Designating Party an opportunity to review the designated
16 material, to reconsider the circumstances, and, if no change in designation is
17 offered, to explain the basis for the chosen designation.

18 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without
19 court intervention, the Designating Party shall file and serve a motion to retain
20 confidentiality in compliance with Local Rule 37.

21 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous designations or challenges, and those designations or
23 challenges made for an improper purpose (e.g., to harass or impose unnecessary
24 expenses and burdens on other parties) may expose the respective Designating
25 Party or Challenging Party to sanctions. Unless the Designating Party has waived
26 or withdrawn the confidentiality designation, all parties shall continue to afford the
27 material in question the level of protection to which it is entitled under the
28 Designating Party's designation until the Court rules on the challenge.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles: A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION). Protected Material must be stored and maintained by a Receiving
9 Party at a location and in a secure manner that ensures that access is limited to the
10 persons authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
16 as employees of said Outside Counsel of Record, to whom it is reasonably
17 necessary to disclose the information for this Action;

18 (b) the Receiving Party, including officers, directors, and employees
19 (including House Counsel) of the Receiving Party, to whom disclosure is
20 reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action;
28

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

7.3 Disclosure of “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY Information or Items: Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation;

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(f) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification shall include a copy
12 of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material and nothing in these provisions should be
22 construed as authorizing or encouraging a Receiving Party in this Action to disobey
23 a lawful directive from another court.

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL- ATTORNEYS’ EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
 2 provided by this Order. Nothing in these provisions should be construed as
 3 prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
 5 produce a Non-Party's confidential information in its possession, and the Party is
 6 subject to an agreement with the Non-Party not to produce the Non-Party's
 7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
 9 that some or all of the information requested is subject to a confidentiality
 10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Protective
 12 Order in this Action, the relevant discovery request(s), and a reasonably
 13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
 15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within 21
 17 days of receiving the notice and accompanying information, the Receiving Party
 18 may produce the Non-Party's confidential information responsive to the discovery
 19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 20 not produce any information in its possession or control that is subject to the
 21 confidentiality agreement with the Non-Party before a determination by the court.
 22 Absent a court order to the contrary, the Non-Party shall bear the burden and
 23 expense of seeking protection in this court of its Protected Material.

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 26 Protected Material to any person or in any circumstance not authorized under this
 27 Protective Order, the Receiving Party must immediately (a) notify in writing the
 28 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve

1 all unauthorized copies of the Protected Material, (c) inform the person or persons
2 to whom unauthorized disclosures were made of all the terms of this Order, and (d)
3 request such person or persons to execute the “Acknowledgment and Agreement to
4 Be Bound” that is attached hereto as Exhibit A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection
9 (e.g. work product immunity), the obligations of the Receiving Parties are those set
10 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
11 to modify whatever procedure may be established in an e-discovery order that
12 provides for production without prior privilege review. Pursuant to Federal Rule of
13 Evidence 502(d) and (e), the parties agree that the inadvertent or unintentional
14 disclosure by the Producing Party of material that is privileged or subject to other
15 protection shall not be deemed a waiver in whole or in part of the claim of privilege
16 or other protection, either as to the specific information disclosed or as to any other
17 information relating thereto on the same or related subject matter.

18 Upon learning of an inadvertent or unintentional disclosure of privileged
19 information, the Producing Party shall provide written notice to the parties who
20 have received such information. Within ten (10) business days of the date of that
21 written notice, the documents or materials described in that notice shall be returned
22 to counsel for the Producing Party, and in the same time frame, any notes or other
23 writing or recordings that copy, summarize, reflect, or discuss the content of the
24 documents or materials shall be destroyed. No use shall be made of such
25 documents or materials from such inadvertent production during deposition or at
26 trial, nor shall such documents or materials be provided to anyone who did not
27 already have access to them prior to the request by the Producing Party that they be
28 returned.

1 If the Receiving Party intends to challenge the assertion of privilege, it must
 2 provide written notice within this ten-day period, explaining the grounds for its
 3 challenge. The Receiving Party shall initiate the dispute resolution process under
 4 Local Rule 37.1 within ten (10) business days of date of service of the Receiving
 5 Party's notice disputing a claim of inadvertent production.

6 If the Parties cannot resolve a challenge without court intervention, the
 7 Receiving Party may move the Court for an order compelling production of any
 8 inadvertently produced or disclosed document or material in compliance with Local
 9 Rule 37, but the motion shall not assert as a ground for production the fact of the
 10 inadvertent production or disclosure. Pending the Court's ruling, the party
 11 challenging the assertion of privilege shall segregate the affected documents and
 12 materials and shall not make any use of such information.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief: Nothing in this Order abridges the right of any
 15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections: By stipulating to the entry of this
 17 Protective Order no Party waives any right it otherwise would have to object to
 18 disclosing or producing any information or item on any ground not addressed in
 19 this Protective Order. Similarly, no Party waives any right to object on any ground
 20 to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material: A Party that seeks to file any Protected
 22 Material must comply with Civil Local Rule 79-5 and the Court's Guide to
 23 Electronically Filing Under Seal Documents in Civil Cases and file under seal,
 24 unless the Designating Party gives its written permission to file in the public record.

25 **13. FINAL DISPOSITION**

26 After the final disposition of this Action, as defined in Section 4
 27 (DURATION), within 60 days of a written request by the Designating Party, each
 28 Receiving Party must return all Protected Material to the Producing Party or destroy

1 such material. As used in this subdivision, “all Protected Material” includes all
2 copies, abstracts, compilations, summaries, and any other format reproducing or
3 capturing any of the Protected Material. Whether the Protected Material is returned
4 or destroyed, the Receiving Party must submit a written certification to the
5 Producing Party (and, if not the same person or entity, to the Designating Party) by
6 the 60 day deadline that (1) identifies (by category, where appropriate) all the
7 Protected Material that was returned or destroyed and (2) affirms that the Receiving
8 Party has not retained any copies, abstracts, compilations, summaries or any other
9 format reproducing or capturing any of the Protected Material. Notwithstanding
10 this provision, Counsel are entitled to retain an archival copy of all pleadings,
11 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
12 correspondence, deposition and trial exhibits, expert reports, attorney work product,
13 and consultant and expert work product, even if such materials contain Protected
14 Material. Any such archival copies that contain or constitute Protected Material
15 remain subject to this Protective Order as set forth in Section 4 (DURATION).

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17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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1 Dated: June 10, 2016

DAN MARMALEFSKY
SYLVIA RIVERA
NANCY R. THOMAS
MORRISON & FOERSTER LLP

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3
4
5 By: /s/ Nancy R. Thomas
Nancy R. Thomas

6 Attorneys for Defendant

7
8 Dated: June 10, 2016

ANDREW S. FRIEDMAN
BONNETT, FAIRBOURN,
FRIEDMAN & BALINT, P.C.

9
10
11 By: /s/ Andrew S. Friedman
Andrew S. Friedman

12 Attorneys for Plaintiffs

13
14
15 Dated: June 10, 2016

HARVERY ROSENFELD
CONSUMER WATCHDOG

16
17
18 By: /s/ Harvey Rosenfield
Harvey Rosenfield

19 Attorneys for Plaintiffs

20
21 Dated: June 10, 2016

WILLIAM M. SHERNOFF
SHERNOFF BIDART
ECHEVERRIA BENTLEY LLP

22
23
24
25 By: /s/ William M. Shernoff
William M. Shernoff

26 Attorneys for Plaintiffs

ECF ATTESTATION

I, Nancy R. Thomas, am the ECF user whose ID and password are being used to file this [PROPOSED] STIPULATED PROTECTIVE ORDER. In compliance with Civil Local Rule 5-4.3.4, I hereby attest that Andrew S. Friedman, Harvey Rosenfield, and William M. Shernoff concur in this filing's content and have authorized the filing.

Dated: June 14, 2016

MORRISON & FOERSTER LLP

By: /s/ Nancy R. Thomas
NANCY R. THOMAS

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



Hon. Andrew J. Wistrich

June 13, 2015

Date

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ [date] in the case of *Gordon Feller, et al. v.*
Transamerica Life Insurance Company, Case No. 2:16-cv-01378-CAS-AJW. I
agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order. I further agree to submit to the jurisdiction of the
United States District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____